

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

x

FREDDY FERNANDEZ, LUIS VELASQUEZ,  
and GIOVANNY GONZALEZ, on behalf of  
themselves and all others similarly situated,

Plaintiffs,

-against-

KINRAY, INC., CARDINAL HEALTH, INC.,  
STEWART RAHR, Individually and as Chief  
Executive Officer of Kinray, Inc., HOWARD  
HIRSCH, Individually and as Chief Financial  
Officer of Kinray, Inc., and WILLIAM  
BODINGER, Individually and as Senior Vice  
President and General Manager of Kinray a  
Cardinal Health Company.

Defendants.

Case No.: CV 13-4938

Ross, J.  
Gold, M.J.

x

**STIPULATION OF DISMISSAL AND TO  
AMEND THE CAPTION**

It is hereby STIPULATED AND AGREED, by and between Plaintiffs FREDDY FERNANDEZ, LUIS VELASQUEZ, and GIOVANNY GONZALEZ, individually and on behalf of others similarly situated, and the current opt-in Plaintiffs in this lawsuit (collectively "Plaintiffs") and Defendants, KINRAY, INC., CARDINAL HEALTH, INC., STEWART RAHR, HOWARD HIRSCH and WILLIAM BODINGER, through their undersigned attorneys, who are authorized to enter into this Stipulation of Dismissal ("Stipulation"), that all Counts of Plaintiffs' Complaint are dismissed against Individual Defendants HOWARD HIRSCH, STEWART RAHR and WILLIAM BODINGER pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii). Dismissal is without prejudice. Any future amendment regarding the Individual Defendants shall only be made with leave of the Court.

It further is stipulated and agreed that Defendants HOWARD HIRSCH, STEWART RAHR and WILLIAM BODINGER, upon reasonable notice, shall voluntarily make themselves available for deposition to Plaintiffs without the need for a non-party subpoena, and that Defendant STEWART RAHR shall produce to Plaintiffs any non-privileged documents in his possession which are responsive to Plaintiffs' already-propounded written discovery requests and not duplicative to documents under Kinray/Cardinal's custody and control, if any such documents exist.

It further is stipulated and agreed that in the event of an adverse judgment against Kinray, Inc., Cardinal Health, Inc. agrees to provide a full remedy and satisfy any adverse monetary finding against Kinray, Inc.

It is further stipulated and agreed that the caption in this matter is amended to remove Individual Defendants Rahr, Hirsch and Bodinger.

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By:

  
DOUGLAS WEINER, ESQ.  
MATTHEW KADUSHIN, ESQ.

Dated:


  
JANUARY 28, 2014

JACKSON LEWIS P.C.  
ATTORNEYS FOR DEFENDANTS  
KINRAY, INC., CARDINAL HEALTH, INC.,  
HOWARD HIRSH and WILLIAM BODINGER  
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(212) 545-4000

By:

  
FELICE B. EKELMAN, ESQ.  
NOEL P. TRIPP, ESQ.

Dated:

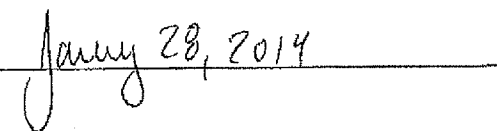
  
January 28, 2014

PROSKAUER ROSE LLP  
ATTORNEYS FOR DEFENDANT  
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Eleven Times Square  
New York, New York 10036  
(212) 969-3000

By:

  
JOSEPH BAUMGARTEN, ESQ.  
HARRIS M. MUFSON, ESQ.

Dated:

  
January 28, 2014

SO ORDERED on this \_\_\_\_ day of January, 2014

\_\_\_\_\_  
U.S.D.J.